

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 91-1418
AN EXEMPTION TO METRO CODE)	
CHAPTER 2.04.060, PERSONAL)	INTRODUCED BY RENA CUSMA,
SERVICES CONTRACTS SELECTION)	EXECUTIVE OFFICER
PROCESS, AND AUTHORIZING A SOLE-)	
SOURCE CONTRACT WITH STOP OREGON)	
LITTER AND VANDALISM (SOLV) FOR)	
SPONSORSHIP OF THE ANNUAL)	
"SOLV-IT" CLEANUP EVENT ON)	
SATURDAY, APRIL 13, 1991)	

WHEREAS, The Metropolitan Service District (Metro) supports cleanup events to rid the region of illegal dump sites and to assist residents in recycling yard debris from their yards; and

WHEREAS, Metro supported technical and financial support for the first "SOLV-IT" event on May 19th, 1990; and

WHEREAS, the first "SOLV-IT" event proved extremely successful in collecting over 35 tons of mixed solid waste, 3.2 tons of recyclable scrap metal, 2,500 tires, and 2,000 cubic yards of yard debris; and

WHEREAS, the annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio; and

WHEREAS, the coordinating agencies have requested Metro's support as a fifth major sponsor consistent with the \$20,000 level of cash contribution of the other four sponsors; and

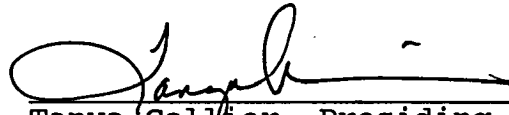
WHEREAS, the coordinating agencies are the only organizations qualified to perform the services as outlined in the contractual Scope of Work; and

WHEREAS, the Executive Officer has reviewed the contract with SOLV and hereby recommends Council approval; now, therefore,

BE IT RESOLVED, THAT

The Contract Review Board hereby exempts the attached contract (Exhibit "A" hereto) with SOLV from the competitive proposal requirement pursuant to Metro Code Chapter 2.04.060. because the Board finds SOLV and KINK Radio the sole providers of the required services.

ADOPTED by the Contract Review Board of the Metropolitan Service District this 11th day of April, 1991.



Tanya Collier, Presiding Officer

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this ___th day of ____ 1991, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and STOP OREGON LITTER AND VANDALISM (SOLV), hereinafter referred to as "CONTRACTOR," whose address is P.O. Box 1235, Hillsboro, Oregon 97123, for the period of March 22, 1991, through April 30, 1991, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.310 to 279.320.

Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws Chapter 684.

4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors; and

6. CONTRACTOR shall provide General Liability insurance coverage with a combined single limit of not less than \$500,000 pursuant to ORS 30.270; and

7. To comply with any other "Contract Provisions" attached hereto as so labeled; and

8. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of TWENTY THOUSAND AND 00/100THS DOLLARS (\$20,000) and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. Project Managers:

a) METRO'S Project Manager shall be Pamela Kambur or such other person as shall be designated in writing by Debbie Gorham, Waste Reduction Manager. METRO'S Project Manager is authorized to carry out the work described in the Scope of Work, "Metro Project Manager's Responsibilities."

b) The CONTRACTOR'S Project Manager shall be Diane Millemann, Chair of the Board of Directors of SOLV. The CONTRACTOR'S Project Manager is authorized to carry out the actions referred to herein.

2. Either party may terminate this Agreement upon giving the other party fourteen (14) days written notice without waiving any of its claims or remedies. METRO and CONTRACTOR agree to negotiate in good faith to resolve any conflict prior to giving notice of pending termination. In the event of Contract termination as provided herein, CONTRACTOR shall forward to METRO all materials, products and other completed or partially completed items as provided for in the Scope of Work attached hereto;

3. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

4. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

5. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

6. That this Agreement may be amended only by the written agreement of both parties.

STOP OREGON LITTER AND
VANDALISM (SOLV)

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

pamela\cleanup\solv-it.con
03/13/91

SCOPE OF WORK

Project: Coordination of Annual "SOLV-IT" Event
Contractor: Stop Oregon Litter and Vandalism (SOLV)
Project Term: March 22, 1991 through April 30, 1991

Contractor's Responsibilities:

The Contractor's Project Manager shall ensure the following cleanup program standards are achieved in each of the 44 neighborhood events and 12 illegal dumpsite cleanup sites:

1. Annual Cleanup Events:

- 1.1 Annual community-based events must include collection of source separated yard debris for recycling.
- 1.2 Additional separation of recyclables and/or reusables is encouraged (such as scrap metal recycling and/or collection of donated materials for nonprofit thrift stores).
- 1.3 At least one of the following public service events utilizing volunteers must be included:
 - a) yard work and collection for people with special needs due to physical limitations (such as seniors or people with disabilities); or
 - b) litter patrols along public right-of-ways; or
 - c) public property beautification projects (clearing of debris and/or new plantings); or
 - d) other creative activities which meet the public service goal.

2. Cleanup of Illegal Dumpsites on Public Land:

- 2.1 Activities and/or events must be distinctly different from normal maintenance responsibilities of local governments (such as public works road crews or parks department cleanups).
- 2.2 Strategies to achieve the prevention goal will be developed for each site.

Reporting: The Contractor's Project Manager will ensure that Metro receives information consistent with that requested from local government cleanup programs as soon as possible after the April 13th event. Such information shall include:

1. A short report from each of the 44 neighborhoods and 12 illegal disposal sites including:
 - 1.1 Narrative (date, logistics, weather or other unforeseen events which may have impacted the success of the event, and event coordinator's evaluation of the event);
 - 1.2 Total amount collected for each type of material and where material was disposed;
 - 1.3 Total number of households participating in the event by disposing of materials (if an annual cleanup event);
 - 1.4 Total number of volunteers contributing to the cleanup activities.
2. A summary report highlighting the impacts of the total SOLV-IT event.

Metro Project Manager's Responsibilities:

The Metro Project Manager shall:

1. Provide technical assistance to the Contractor's Project Manager as necessary to develop, execute, monitor, and evaluate the project.
2. Provide assistance and supervision to the Contractor's Project Manager on promotional and educational activities. This assistance will include coordination between the Contractor and Metro's Public Affairs Department staff.
3. Monitor general project progress and review as necessary the Contractor's accounting records relating to project expenditures.

Project Budget and Terms of Payment:

As soon as the Contract is approved by the Metro Council, Metro will expedite the lump sum payment of \$20,000 to the Contractor. Any expenses which exceed Metro's total cash contribution of \$20,000 are the responsibility of the Contractor.

The following is an estimated budget for SOLV-IT 1991 as of March 12, 1991:

EXPENSES	COST	METRO CASH CONTRIBUTION	METRO IN-KIND CONTRIBUTION
Illegal Dump Cleanups	\$19,000	\$ 6,090	
Neighborhood Cleanups	11,000	4,410	
Staffing:			
- Volunteer Coordinator	5,000		
- Site Coord.	5,000		
Kick-off Event	4,000		
Gloves	4,000		
Printing	5,000		2,245
Mailing	1,000		500
Banners	3,000		
SOLV Administ.	10,000		
Phone	6,000		6,000
Newspaper Ad	3,000		
Prevention Projects	20,000		
	<u>\$96,000</u>	<u>\$10,500</u>	<u>\$ 8,745</u>
Sub-Contract With KINK-Radio (each of 5 major sponsors)	\$ 85,500	\$ 9,500	
	<u>\$ 181,500</u>	<u>\$20,000</u>	<u>\$ 8,745</u>
Metro's Contribution to Budget	16%	=	11% Cash + 5% In-Kind

SOLV-IT REVENUE: The majority of the event revenue is contributed by the following 5 major sponsors (each contributing a total of \$20,000 plus varying levels of in-kind donations): Metro, KATU, KINK, NW Natural Gas, and Safeway. Additional revenue is generated from donations of \$10,000 and \$5,000 packages from other local businesses. The City of Portland is also contributing a significant portion to the neighborhood Cleanup portion of the event for costs not reflected in the above budget.



GRANT/CONTRACT SUMMARY

METRO METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901777 BUDGET CODE NO. 531-313200-528100
 FUND: _____ DEPARTMENT: Solid Waste (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Coordination of "SOLV-IT" Cleanup Event on Saturday, April 13, 1991.

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Metro and Stop Oregon Litter and Vandalism (SOLV)

5. EFFECTIVE DATE March 22, 1991 TERMINATION DATE April 30, 1991
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>20,000</u>
PREV. AMEND	_____
THIS AMEND	_____
TOTAL	\$ <u>20,000</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 19890-8 91 \$ 20,000
 B. BUDGET LINE ITEM NAME Payment to other agencies AMOUNT APPROPRIATED FOR CONTRACT \$ 20,000
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF March 14, 19 91 \$ 78,500

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

N/A

SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
AMOUNT		
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
AMOUNT		
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
AMOUNT		

9. NUMBER AND LOCATION OF ORIGINALS

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE

B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO

11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____

12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO

13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE

TYPE OF BOND _____ AMOUNT \$ _____

TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)

NAME Kink-Radio SERVICE Event Promotion/Coordination MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

15. IF THE CONTRACT IS OVER \$10,000

A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO

B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?

YES DATE _____ INITIAL _____

16. COMMENTS:

Resolution No. 91-1418 will authorize this contract as a sole-source.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

COUNCIL REVIEW
(IF REQUIRED)

DEPARTMENT HEAD

1. _____
COUNCILOR

DATE _____

FISCAL REVIEW

2. _____
COUNCILOR

BUDGET REVIEW

3. _____
COUNCILOR

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

Jonathan S. Sardo

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 91-1418 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR THE COORDINATION OF THE 1991 "SOLV-IT" CLEANUP EVENT.

Date: March 14, 1991

Presented by: Judith Mandt
Pamela Kambur

PROPOSED ACTION

Adoption of Resolution No. 91-1418 would authorize an exemption to competitive proposal procedures and authorize the execution of the attached personal services contract (Exhibit A) with Stop Oregon Litter and Vandalism (SOLV) for the coordination of the second annual "SOLV-IT" Cleanup event scheduled for Saturday, April 13. This contract establishes Metro's role as one of the five major sponsors of the event consistent with the level of funding provided by the other four major sponsors. SOLV is the only agency of its kind proposing to coordinate an event of this scale: 44 Portland neighborhood association cleanups and 12 illegal disposal site cleanups throughout the Metro region will receive SOLV assistance this year.

FACTUAL BACKGROUND AND ANALYSIS

The Solid Waste Department is supporting the request by SOLV for Metro's continued support of this annual cleanup event. The goals of the event are consistent with those of Metro's Cleanup Programs. These goals include funding assistance for both community-based annual cleanup events and cleanup of illegal disposal sites on public property. Specific objectives include:

1. Metro's program objectives in funding annual community-based cleanup events are:
 - 1.1 To increase the opportunity to recycle to as many residents as possible during annual cleanup events.
 - 1.2 To promote source separated recycling of larger, bulky materials that often accumulate and are inappropriately disposed as mixed waste.
 - 1.3 To provide a visible public service which increases knowledge of anti-litter and anti-vandalism efforts throughout the region.
2. Program objectives in funding the cleanup of illegal dump sites on public property are:
 - 2.1 To assist local governments in increasing cleanup activities beyond normal maintenance responsibilities.
 - 2.2 To increase public awareness of inappropriate waste disposal behavior.

- 2.3 To develop creative strategies to prevent illegal dumping via public education, creation of physical barriers or development of more effective enforcement mechanisms.

During the first "SOLV-IT" event on May 19, 1990 a record number of participants and volunteers collected over 35 tons of mixed solid waste, 3.2 tons of recyclable scrap metal, 2,500 recyclable tires, and 2,000 cubic yards of recyclable yard debris.

Because of concerns expressed by the Metro Council after last year's event, Metro staff has worked with the two event coordinators (SOLV and KINK Radio) to assure that Metro is recognized in all print and electronic media advertisements as one of the five primary event sponsors. All promotional materials will include the logo's of these five sponsors: Metro, KINK, KATU, NW Natural Gas, and Safeway.

BUDGET IMPACT

The FY 1990-91 Waste Reduction budget includes allocations of \$71,000 for Annual Clean Ups and \$7,500 Illegal Dumpsite Cleanups. In order to provide maximum flexibility to local governments applying for these funds, the Solid Waste Department combined the funds into one "Metro Cleanup Program" totalling \$78,500.

Since the SOLV-IT Event meets the program objectives developed for these funds, \$20,000 has been set aside for the event. The remaining \$58,500 has been set aside for local government matching funds, based upon a per capita funding allocation.

In-kind contributions from the Solid Waste Department and Public Affairs Department include assistance from the Recycling Information Center in answering cleanup inquiry calls from the public, and printing/mailing of event brochures.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1418.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 91-1418, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR THE COORDINATION OF THE 1991 "SOLV-IT" CLEAN-UP EVENT

DATE: April 3, 1991

Presented by: Councilor Gardner

Committee Recommendation: At the April 2, 1991 meeting, the Committee voted 3-0 to recommend Council adoption of Resolution No. 91-1418. Voting in favor were Councilors Gardner, McFarland, and McLain. Councilors DeJardin and Wyers were excused.

Committee Issues/Discussion: Councilor McFarland said she suspects that other entities could perform this work, although she believes SOLV does a great job. She added that she is not comfortable with public announcements prior to Council approval which indicate that Metro has agreed to be a sponsor.

Judith Mandt, Assistant to the Solid Waste Director, agreed with Councilor McFarland, and said this situation illustrates the difficulty faced by volunteer organizations which do not understand Metro's timing process. She said that the timing problem will not recur next year.

She explained that there is no organization like SOLV who can coordinate this event, and they are probably the only ones who would respond. She introduced Jack McGowan, Executive Director of SOLV.

Councilor McFarland stated her understanding that all clean-up activity under this contract will occur within the District.

Ms. Mandt added that \$78,500 had been budgeted by Metro for clean up, with \$7500 allocated for illegal dump sites. The Department worked closely with neighborhood associations, and it was felt that \$7500 is insufficient to make a dent. Councilor McFarland concurred that the activity is worthwhile.